

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT VA-040901-SA**  
**BETWEEN**  
**THE COMMONWEALTH OF VIRGINIA**  
**AND**  
**SYSTEM AUTOMATION CORPORATION**

**PRICING AND CONTRACT USAGE INSTRUCTIONS**

Attachment "A" is hereby incorporated into and made an integral part of Agreement # VA-040901-SA between SYSTEM AUTOMATION CORPORATION and the Commonwealth of Virginia.

In the event of any discrepancy between this Attachment "A" and Contract VA-040901-SA, the provisions of Contract VA-040901-SA shall control.

**1. LISTING OF PRODUCTS SERVICES, PRICING AND USAGE INSTRUCTIONS**

The scope of Licensee shall include all state agencies, institutions, cities, towns, counties or any other public body, as defined in Section 2.2-4301 entitled *Definitions* and Section 2.2-4304 of the Virginia Public Procurement Act (VPPA).

**A. Rates:**

- 1) **Software Products:** Contractor shall provide a discount to the Commonwealth for Software Products as follows:

<b>Software Product</b>	<b>List Price</b>	<b>Contract Price</b>
License 2000®	Commonwealth-Owned	\$0
License 2000® Integrated Imaging Module	Commonwealth-Owned	\$0
Upgrade MyLicense®	\$100,000	\$49,000
mCheck™	\$100,000	\$25,000
Database Preference: <ul style="list-style-type: none"><li>• MS SQL</li><li>• Oracle</li><li>• MySQL</li></ul>	Not Applicable	Not Applicable
User Fees	No Charge	No Charge

**Total Software License Fees**

**\$74,000**

2) **Annual Maintenance & Software Support Services:**

- a. Contractor shall provide annual Maintenance and Software support Services at the following Annual Fees:

Description	Annual Fee
Enterprise/Statewide Agreement (All Products – 8 Technical Contacts)	\$230,000
Additional Technical Contacts	\$2,000

- b. Maintenance and Software support Services for each Authorized User shall be prorated based upon the number of active licenses in all implementations within the Commonwealth, by all Authorized Users. The intent is reduce each individual authorized user's annual software maintenance and support cost, as the actual number of Authorized User's under this Agreement increases, as calculated per Authorized User in accordance with the following example:

Authorized User	Estimated # of Users	% of Total Licenses	Prorated Portion of Annual S/W Maintenance
VA Dept. of Health Professions (VDHP)	400,000	55%	\$126,500
VA Dept. of Professional Occupational Regulation (DPOR)	300,000	41%	\$94,300
VA Dept of Education (VDOE)	32,000	4%	\$9,200
TOTAL	732,000	100%	\$230,000

- c. If Software maintenance and support services are purchased by an Authorized User, Contractor will provide the level of support for the Software set forth in accordance with the prevailing Contractor software maintenance agreement available online at <http://www.systemautomation.com> describing available support options and procedures. This agreement may be amended from time to time by Contractor.

- 3) **Additional Services:** Contractor shall provide a 15-30% discount\* off of the publisher's publicly available price list to "Authorized Users" for Services at the following Hourly Rates:

Service	List Price Hourly Rates	Contract Hourly Rates*
Project Manager	\$ 160	\$ 140

Senior Implementation Specialist	\$ 140	\$ 110
Implementation Specialist	\$ 120	\$ 85
Senior Database Administrator	\$ 150	\$ 115
Network Engineer	\$ 125	\$ 95
Application Developer	\$ 145	\$ 120

\* These Hourly Rates represent ceiling prices only. Further discounts may be negotiated based upon the scope of an individual project.

**Additional Services include:**

- Software license enhancements ("Licensed Enhancements") offered for an additional license fee at a 50% discount from the publisher's publicly available price list at: <http://www.systemautomation.com>
- Custom programming services
- On-site tech support (excluding installation of delivered Software Product)
- Training
- Diagnosis, repair, or replacement of the Software Product components that have been improperly altered or affected by any action of the Commonwealth, its employees, contractors or other authorized agents
- Technical support services for the "platform" upon which Software Products reside; including workstations, servers, and Local Area Networks (LANS)
- Database maintenance. Additional services may include corrections to databases, or providing database update utilities to be executed by the Commonwealth's support staff, contractors, or other authorized agents, when database corrections are warranted

B. **Price Changes** – Are permitted only in accordance with Contract section 49, herein, entitled "*PRICE PROTECTION/ADJUSTMENTS*".

C. **Travel** – From time to time, Contractor staff may be required to work weekends or to travel to locations other than their primary work place, **which shall be defined in the SOW**. In such cases, the Authorized User and Contractor may negotiate travel expenses for individuals up to the limits established by the Department of Accounts in the Commonwealth's State Travel Regulations as posted on the Department of Account website: <http://www.doa.state.va.us/procedures/adminservices/capp/capp1.htm>. Any invoice for travel shall not exceed the Commonwealth's reimbursement rates for mileage, meals, lodging and incidental travel expenses, and shall not exceed 10% of any total "Order" cost. TRAVEL SHALL BE COUNTED AS NORMAL TIME NOT TO EXCEED EIGHT (8) HOURS PER DAY REGARDLESS OF THE ACTUAL TIME REQUIRED. The Contractor shall not charge VITA for travel, lodging and meal expenses to relocate information technology consultants proposed by the Contractor to the workplace specified in the SOW. No overtime payment shall be allowed for hourly individuals only straight hourly rate will be paid. Authorized Users and Contractor may negotiate payment of travel expenses for out-of-state individuals, if specifically

requested by the Authorized User, and within the Commonwealth's Travel reimbursement rates.

#### **D. CONTRACT USAGE**

- 1) Contractor staff shall not be permitted to commence work on any project until a written eVA Direct Order (DO) has been approved by VITA with an attached Statement of Work from the Authorized User. Any work performed by Contractor or Contractor's personnel prior to the effective date of stated in any DO with Statement of Work shall not be billed and/or accepted by the Commonwealth.
- 2) The Commonwealth will provide proper working facilities and consumable supplies commensurate with any task(s) to be performed.
- 3) The Commonwealth will provide access to project documentation as well as familiarization briefings on requirements.
- 4) The Commonwealth will provide access to any technical manuals and references required during the normal performance of duties.
- 5) Contractor personnel shall be expected to follow established directives and policies during the performance of assigned tasks.

#### **E. ORDERS** – VITA shall approve Orders issued through eVA and as delineated herein under section 17 entitled “Orders”, and processed as follows:

- 1) The Authorized User will first provide a Statement of Work (“SOW”) to the Contractor for completion
- 2) Contractor will acknowledge receipt of SOW to the Authorized User within two (2) calendar days and provide the Authorized User with a total cost for all Products within seven (7) calendar days after receipt of a SOW
- 3) Following the receipt of a completed SOW from Contractor, the Authorized User will send VITA an eVA requisition (<http://www.eva.state.va.us>), and attach the SOW
- 4) VITA will review the eVA requisition and attached SOW for approval
- 5) Following review and approval, VITA will process the eVA requisition and issue an eVA Direct Order (“DO”) to the Contractor with the attached SOW.
- 6) Upon receipt of a valid DO issued by VITA, Contractor shall process the DO and return a confirmation Receipt to identify and verify that:
  - a. The received Order was received, is technically correct, accurate, and complete, with SOW attached, and identifying the Product to be acquired, price, and Required Delivery Date (“RDD”) for each Product.
  - b. Contractor may request clarification and/or a change to the RDD should product availability or delivery be an issue, and any other applicable administrative or technical information necessary to deliver the Product(s) requested on the Order by the RDD.
- 7) To be valid, any eVA DO must cite this Agreement #VA-040901-SA, and be approved by an Ordering Officer authorized by VITA to place Orders binding the Commonwealth contractually under this Agreement, as delineated herein under the section entitled “ORDERING OFFICERS”.

- 8) Contractor shall request a clarification for any DO that is not complete, clear or fully understood.

VITA's intent is to use eVA, the Commonwealth of Virginia's total e-procurement internet portal solution (<http://www.eVA.state.va.us>) as the sole ordering method; which may be transmitted via email, fax, or any other delivery means.

- F. **ACTIVATION OF ORDERS** – Upon receipt of a valid DO through eVA or any other authorized ordering process, Contractor shall commence work to install all Software and/or deliver Services as stipulated in the DO.

## **2. SHIP TO / BILL TO ADDRESSES**

Authorized Users shall include shipping and billing addresses on individual SOWs referencing this Contract. VITA shall include this information and provide to Contractor in the eVA DO.

## **3. DELIVERY SCHEDULE**

The delivery schedule for all Products shall be specified in any executed Attachment or Order referencing the Agreement, or within thirty (30) days After Receipt of Order (ARO) if no date is specified. If delivery of all Services is not completed within the time specified, then the Commonwealth may cancel the individual DO without further obligation.

## **4. VITA POINTS OF CONTACT**

### **Contract Administration/Compliance**

Tim Moore, VCO  
Contracts Manager, SCM  
Virginia Information Technologies Agency  
Supply Chain Management Directorate  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: 804-371-5900  
Fax: 804-371-5969  
[tim.moore@vita.virginia.gov](mailto:tim.moore@vita.virginia.gov)  
<http://www.asd.virginia.gov>

### **Contract Information**

Robert E. Gleason, VCO  
Supply Chain Management Directorate  
Virginia Information Technologies Agency  
110 South 7<sup>th</sup> Street, East Lobby  
Richmond, VA 23219-3931  
Tel: 804-371-5923  
Fax: 804-371-5969  
[robert.gleason@vita.virginia.gov](mailto:robert.gleason@vita.virginia.gov)  
<http://www.asd.virginia.gov>

## **5. CONTRACTOR POINTS-OF-CONTACT**

### **Contract Information**

SYSTEM AUTOMATION CORPORATION  
ATTN: Sol Horwitz, Director of Contracts  
4041 Powder Mill Road, Suite 502  
Calverton, MD 20705  
Tel. 301-837-8000 x 237

### **Technical Support Assistance**

SYSTEM AUTOMATION CORPORATION  
ATTN: Customer Service  
4041 Powder Mill Road, Suite 502  
Calverton, MD 20705  
Tel. 301-837-8000 x \_\_\_\_

Fax. 301-837-8001  
email: [shorwitz@systemautomation.com](mailto:shorwitz@systemautomation.com)  
web: <http://www.systemautomation.com>

Toll-Free: 800-839-4729 x 258  
Fax. 301-837-8001  
email: [helpdesk@license2000.com](mailto:helpdesk@license2000.com)  
web: <http://www.systemautomation.com>

**ATTACHMENT "B"**  
**TO**  
**AGREEMENT VA-040901-SA**  
**BETWEEN**  
**THE COMMONWEALTH OF VIRGINIA**  
**AND**  
**SYSTEM AUTOMATION CORPORATION**

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**SAMPLE STATEMENT OF WORK (SOW)**

Attachment "B" is hereby incorporated into and made an integral part of Agreement # VA-040901-SA between SYSTEM AUTOMATION CORPORATION and the Commonwealth of Virginia.

In the event of any discrepancy between this Attachment "B" and Contract VA-040901-SA, the provisions of Contract VA-040901-SA shall control.

A completed SOW from the Contractor to the requesting Authorized User is required to accompany any Request from an Authorized User for VITA to process a Contract Order.

1. Effective Date of this SOW: *This SOW is effective as of <<Insert Date>>*
2. Authorized User (Agency/Institution/Local Entity): *<<Insert name of Commonwealth public body>>*
3. Authorized User Contact Info: *<<Insert all address and other contact information of the public body>>*
4. Ship To/Bill To Addresses: *<<Insert relevant information to appear on the eVA Order to correctly bill information. All shipments should be to the VITA HQ location>>*
5. Project Description: *<<Insert a name and description for project, goals, etc.>>*
6. Scope of Work:
  - a. Number of licenses by type:
  - b. Services required:
  - c. License Document templates needed:
  - d. Custom report needs (other than packaged reports):
  - e. Data conversion requirements:
  - f. Training Plan and number & type of users:
7. Timelines:
8. Deliverables:

- 9. Project Milestones (if applicable):
- 10. Acceptance and Testing Criteria:
- 11. Controls and Guidelines:
- 12. Scheduled Work Hours:
- 13. Travel Required / Primary Work Place:
- 14. Cost of Software/Services:
- 15. Other:
- 16. Background Info of the Authorized User (systems, equipment, etc):
- 17. Facility, equipment, etc., to be provided by Authorized User:

**COORDINATED BY:**

**System Automation Corporation**

**<<Insert name of public body>>**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHMENT "C"**  
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**SYSTEM AUTOMATION CORPORATION**

*Performance Incentive for Delivery of 3-Tier Software Version*

Attachment "C" is hereby incorporated into and made an integral part of Agreement # VA-040901-SA between SYSTEM AUTOMATION CORPORATION and the Commonwealth of Virginia.

In the event of any discrepancy between this Attachment "A" and Contract VA-040901-SA, the provisions of Contract VA-040901-SA shall control.

**Delivery of 3-Tiered Software Version**

As part of Agreement VA-040901-SA between the Commonwealth of Virginia and System Automation (SA), SA has agreed to provide a fully operational, 3-tier version of the software. The target date for delivery of this version is June 30, 2006. For each month (or part of the month) beyond December 30, 2006 that the 3-tiered version of the software is not delivered System Automation will waive the statewide fee for software maintenance and support. Upon delivery of the new software version the prorated software maintenance and support fees would apply.

The waiving of fees will be applied based on the following example:

Annual Software Maintenance & Support Fee	\$230,000
Date 3-Tiered Version Delivered	April 10 <sup>th</sup> , 2007
# of Months Past December 30 <sup>th</sup> 2006	4
Maintenance & Support Fee for January 2006 – April 2006	\$0
Maintenance & Support Fee for May 2006 – December 2006	\$153,333